

# LANCASTER COUNTY

COUNTY-CITY BUILDING Telephone: (402)441-7410  
LINCOLN, NEBRASKA 68508 FAX : (402)441-6513  
BOARD OF COMMISSIONERS

## NOTICE TO BIDDERS SPECIFICATION NO. 03-090

The Lancaster County intends to enter into contract with, and invites you to submit a sealed bid for:

### ANNUAL REQUIREMENTS FOR WEED CONTROL SERVICES FOR LANCASTER COUNTY NOXIOUS WEED CONTROL AUTHORITY and CITY OF LINCOLN WEED ABATEMENT PROGRAM

#### MEETING OR EXCEEDING LANCASTER COUNTY'S SPECIFICATIONS

Sealed bids will be received by the Lancaster County, Nebraska on or before 12:00 noon **Wednesday, March 26, 2003** in the office of the Purchasing Agent, Suite 200, "K" Street Complex (SW Wing), located at 440 So. 8th Street, Suite 200, Lincoln, Nebraska 68508. Bids will be publicly opened and read aloud in the Conference Room at the "K" Street Complex.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above. **Faxed bid response is NOT acceptable.** Bid must be in a sealed envelope

#### COMMISSIONERS

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KATHY CAMPBELL \* LARRY HUDKINS \* LINDA STEINMANN \* BERNIE HEIER \* BOB WORKMAN  
KERRY EAGAN, Chief Administrative Officer

# INSTRUCTIONS TO BIDDERS

## CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

### **1. BIDDING PROCEDURE**

- 1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or by typewriter, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

### **2. BIDDER'S SECURITY**

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated of the Proposal Form.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
  - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
  - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
  - 2.5.1 A contract has been executed and bonds have been furnished.
  - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
  - 2.5.3 All bids have been rejected.

- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:

- 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
- 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

### **3. EQUAL OPPORTUNITY**

- 3.1 Each bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Bidder shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code.
- 3.2 Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16).
- 3.3 The Equal Opportunity Officer will determine compliance or non-compliance with the City's Affirmative Action Policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

### **4. DATA PRIVACY**

- 4.1 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 4.2 The bidder agrees to hold the City harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.

### **5. BIDDER'S REPRESENTATION**

- 5.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 5.2 Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

### **6. INDEPENDENT PRICE DETERMINATION**

- 6.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

## **7. CLARIFICATION OF SPECIFICATION DOCUMENTS**

- 7.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 7.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to the date and time for receipt of bids.
- 7.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 7.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

## **8. ADDENDA**

- 8.1 Addenda are written instruments issued by the City prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 8.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 8.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 8.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 8.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

## **9. ANTI-LOBBYING PROVISION**

- 9.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

## **10. BRAND NAMES**

- 10.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 10.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 10.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.

- 10.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

## **11. DEMONSTRATIONS/SAMPLES**

- 11.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 11.2 Such demonstration can be at the City delivery location or a surrounding community.
- 11.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate City personnel to the nearest location to view and inspect proposed item(s).
- 11.4 If items are small and malleable, and the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

## **12. DELIVERY**

- 12.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 12.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 12.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

## **13. WARRANTIES, GUARANTEES AND MAINTENANCE**

- 13.1 Copies of the following documents must accompany the bid proposal for all items being bid:
  - 13.1.1 Manufacturer's warranties and/or guarantees.
  - 13.1.2 Bidder's maintenance policies and associated costs.
- 13.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.
- 13.3 Bidder Warrants and represents to the City that all software/firmware/ hardware/equipment /systems developed, distributed, installed or programmed by Bidder pursuant to this Specification and Agreement.
  - 13.3.1 That all date recognition and processing by the software/firmware/hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and
  - 13.3.2 That all date sorting by the software /firmware/hardware/ equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any software/ firmware/ hardware /equipment /systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-

complying software/ firmware/ hardware/ equipment/ systems with software/firmware/ hardware/equipment/ systems that does comply with this Specification and Agreement.

- 13.3.3 No Disclaimers: The warranties and representations set forth in this section 13.3 shall not be subject to any disclaimer or exclusion of warranties or to any limitations of Licensor's liability under this Specification and Agreement.

#### **14. ACCEPTANCE OF MATERIAL**

- 14.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 14.2 Material delivered under this proposal shall remain the property of the bidder until:
- 14.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
- 14.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 14.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 14.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 14.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

#### **15. BID EVALUATION AND AWARD**

- 15.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 15.2 No bid shall be modified or withdrawn for a period of sixty (60) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 15.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 15.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the City, and as the City deems will best serve their requirements.
- 15.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the City.

#### **16. INDEMNIFICATION**

- 16.1 The bidder shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss or use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 16.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 16.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

#### **17. TERMS OF PAYMENT**

- 17.1 Unless other specification provisions state otherwise, payment in full will be made by the City within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

#### **18. LAWS**

- 18.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

# INSURANCE CLAUSE

## FOR ALL COUNTY CONTRACTS

The Contractor shall indemnify and save harmless, to the fullest extent allowed by law, Lancaster County, Nebraska from and against all losses, claims, damages and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death or injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

Contractor shall not commence work under this contract until he has obtained all insurance required under this Section and such insurance has been approved by LANCASTER COUNTY, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

- A. Workers' Compensation Insurance and Employer's Liability Insurance: The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. Coverage shall be provided by an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain Employer's Liability Insurance similarly to the Contractor.

Workers' Compensation - Required limits:

Coverage A - Coverage will include Statutory requirements

Coverage B - Employers Liability

\$100,000 Each Person

\$100,000 Each Person by Disease

\$500,000 Policy Limit - Disease

- B. General Liability Insurance

1. The Contractor shall maintain during the life of this contract, Commercial General Liability Insurance, naming and protecting him and Lancaster County against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The insurance requirements are:

Commercial General Liability (form CG0001 or equivalent) with limits of:

\$1,000,000 Each Occurrence

\$1,000,000 Personal Injury

\$2,000,000 Products/Completed Operations

\$2,000,000 General Aggregate

and:

1. Coverage shall include Contractual Liability coverage insuring the contractual exposure as addressed in this contract.
2. There shall be no exclusion or limitation for the Explosion (X), Collapse (C) and Underground (U) hazards.

3. Coverage shall also include Products/Completed Operations.
  4. **Lancaster County shall be named as Additional insured (CG2010 or equivalent).**
  5. The Commercial General Liability coverage shall be endorsed with the Designated Construction Project(s) General Aggregate Limit endorsement (CG 25 03 or equivalent).
- C. Automobile Liability Insurance: The Contractor shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from the operations of any owned, hired, or now-owned automobiles used by or for him in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:
- Bodily Injury and Property Damage    1,000,000 Combined Single Limit
- D. Builder's Risk Insurance: **(For Building Construction Contracts Only)** Unless otherwise specified where buildings are to be constructed under this contract, the Contractor shall provide coverage for all direct physical loss (also known as "Special Causes of Loss"). Such insurance shall be written on a Replacement Cost basis covering such building in the amount equal to one-hundred percent (100%) of the contract amount (minimum) as specified herein. Losses, if any, shall be made payable to LANCASTER COUNTY and Contractor as their interest may appear. A certificate of insurance evidencing such insurance coverage shall be filed with LANCASTER COUNTY by the time work on the building begins and such insurance shall be subjected to the approval of LANCASTER COUNTY.
- E. Minimum Scope of Insurance: All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has A.M. Best's Rating of no less than A:VII unless specific approval has been granted by LANCASTER COUNTY.
- F. Certificate of Insurance: All Certificates of Insurance shall be filed with LANCASTER COUNTY on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance, coverage modifications and endorsements required by the preceding Sections A, B, C, D and showing LANCASTER COUNTY is an additional insured where required. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide LANCASTER COUNTY thirty days, notice of cancellation non-renewal or any material reduction of insurance coverage.

*The original certificate shall be provided to Lancaster County as designated and a copy to: Office of Risk Management, Lancaster County (555 So. 9<sup>th</sup> Street, Lincoln, NE 68508)*

**SPECIFICATION NO. 03-090  
FOR  
WEED CONTROL SERVICES**

**1. SCOPE**

- 1.1 Contractor shall furnish equipment, supplies and operators for the purpose of weed control during the 2003 calendar year.
- 1.3 The work included in this Contract shall be for the annual requirements beginning April 1, 2003 through December 31, 2003 with option for renewal two (2) additional one year periods.
- 1.2 The attached sample Contractor Agreement serves as specifications and describes minimum contractor requirements; obligations of the contractor; and obligations of Lancaster County.
  - 1.2.1 The Sample Agreement need not be completed as part of your bid.

**2. CONTRACTOR AGREEMENT AND INSURANCE**

- 2.1 Within fourteen (14) calendar days after the award of bid, the contractor must execute a written Contractor Agreement between the contractor and Lancaster County.
- 2.2 Also within such time period, the contractor must furnish with the agreement a certificate of insurance in accordance with the attached "Insurance Clause to be used for all County Contracts".
  - 2.2.1 All Certificates of Insurance shall be filed with Lancaster County.
  - 2.2.2 Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide Lancaster County thirty (30) calendar days notice of cancellation, non-renewal or any material reduction of insurance coverage.

COMPANY NAME \_\_\_\_\_

**PROPOSAL  
SPECIFICATION NO. 03-090**

**BID OPENING TIME: 12:00 NOON  
DATE: March 26, 2003**

The undersigned bidder, having full knowledge of the requirements of County of Lancaster for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the County the Below listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

**THE SEASONAL REQUIREMENTS FOR:**

**WEED CONTROL SERVICES  
LANCASTER COUNTY NOXIOUS WEED CONTROL AUTHORITY  
AND  
CITY OF LINCOLN WEED ABATEMENT PROGRAM**

**BIDDING SCHEDULE**

<b><u>ITEM #</u></b>	<b><u>TYPE OF WORK</u></b>	<b><u>DESCRIPTION OF WORK</u></b>	<b><u>BID PRICE</u></b>
1.	<b>STD. MOWING EQUIPMENT</b>	_____ IN. MOWING WIDTH _____ IN. MOWING WIDTH _____ IN. MOWING WIDTH _____ IN. MOWING WIDTH SPECIFY EQUIPMENT::_____ _____ _____	\$_____ HR. <sup>1</sup> \$_____ HR. <sup>1</sup> \$_____ HR. <sup>1</sup> \$_____ HR. <sup>1</sup>
2.	<b>POWER TRIM (GASOLINE)</b>	_____ IN. CUT _____ IN. CUT SPECIFY EQUIPMENT::_____ _____ _____	\$_____ HR. <sup>1</sup> \$_____ HR. <sup>1</sup>
3.	<b>CHAINSAW (GASOLINE)</b>	_____ IN. CUT	\$_____ HR. <sup>1</sup>
4.	<b>SICKLE BAR MOWER</b>	_____ IN. MOWING WIDTH SPECIFY EQUIPMENT::_____ _____	\$_____ HR. <sup>1</sup>
5.	<b>BOOM MOWER</b>	_____ FT. MOWING WIDTH	\$_____ HR. <sup>1</sup>



COMPANY NAME: \_\_\_\_\_

<u>ITEM #</u>	<u>TYPE OF WORK</u>	<u>DESCRIPTION OF WORK</u>	<u>BID PRICE</u>
6.	HAULING EQUIPMENT	_____ CU. YD. CAPACITY	\$_____ HR <sup>2</sup>
		_____ CU. YD. CAPACITY	\$_____ HR <sup>2</sup>
7.	HANDWORK	TO INCLUDE DIGGING, CHOPPING OR CUTTING	\$_____ HR <sup>1</sup>
8.	GROUND APPLICATION	BACKPACK	\$_____ HR <sup>3</sup>
		POWER SPRAYER	\$_____ HR <sup>3</sup>
		BOOM SPRAYER	\$_____ HR <sup>3</sup>
9.	AERIAL SPRAYING	PASTURE W/TORDON 22K 8 OZ./ACRE	\$_____ ACRE
		PASTURE W/ALLY .3 OZ. + 2,4-D 1 LB./ACRE	\$_____ ACRE
10.		MINIMUM CHARGE PER JOB	\$_____

<sup>1</sup> Compensation will be based on actual time and equipment usage. Rates include operator and equipment. Contractor will be compensated a flat rate of \$25.00 for being dispatched to job sites where the services are not needed due to owner compliance.

<sup>2</sup> Compensation will be based on actual time from the job site to an approved dump site as authorized by the Lancaster County Noxious Weed Control Superintendent. Contractor will be reimbursed for Landfill gate fees upon submittal of paid receipts with his/her invoices. Rate includes operator.

<sup>3</sup> Not including cost of chemical. Compensation for chemicals will be equal to the contractor's cost of chemical.

**TERM PRICE CLAUSE:** Term of agreement is one from April 1, 2003 through December 31, 2003, with options to renew for two (2) additional one (1) year periods starting on April 1, 2004.

**Bidder must state:**

- (a) Bid prices firm for the full contract period: \_\_\_\_\_; or
- (b) Bid prices subject to escalation/de-escalation \_\_\_\_\_.
- (c) If (b), state period for which prices will be firm: through \_\_\_\_\_

**COMPANY REPRESENTATIVE** responsible for the administration of this Agreement:

NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
PHONE NO.: \_\_\_\_\_

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RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL. MARK  
OUTSIDE OF BID ENVELOPE AS FOLLOWS: **SEALED BID FOR SPEC. 03-090**

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The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the County, and to enter into a contract if this proposal is accepted.

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COMPANY NAME

---

BY (Signature)

---

STREET ADDRESS or P.O. BOX

---

(Print Name)

---

CITY, STATE ZIP CODE

---

(Title)

---

TELEPHONE

---

(Date)

---

EMPLOYER'S FEDERAL I.D. NO.  
OR SOCIAL SECURITY NUMBER

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ESTIMATED DELIVERY DAYS

Bids may be inspected in the Purchasing Division offices during normal business hours, after tabulation by the purchasing agent. If you desire a copy of the bid tabulation to be mailed to you, you must enclose a self-addressed stamped envelope with your bidding documents. Bid tabulations can also be viewed on our website at: <http://www.ci.lincoln.ne.us/city/finance/purch/specindx.htm>

## **LANCASTER COUNTY NOXIOUS WEED CONTROL AUTHORITY CONTRACTOR AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_2003, by and between:  
\_\_\_\_\_ (hereinafter called "Contractor") and Lancaster County, Nebraska, on behalf of the Noxious Weed Control Authority (hereinafter called "Authority"). Lancaster County, Nebraska, shall hereinafter be called the "County".

WHEREAS, Authority wishes to engage Contractor in accordance with the terms and conditions provided herein to provide certain weed control services; and

WHEREAS, Contractor desires to perform said services for the Authority upon the terms and conditions hereby provided.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. **AGREEMENT OF THE PARTIES:** Authority agrees to engage Contractor, and Contractor agrees to perform the services hereinafter set forth.
2. **SCOPE OF SERVICES:** All weed control services shall be provided to the satisfaction of the Authority, or an authorized representative thereof. Contractor shall complete work within the following time parameters:
  - A. Three (3) days of authorization to proceed issued by the Authority for weed abatement;
  - B. Five (5) days of authorization to proceed issued by the Authority for noxious weed control.Contractor shall provide at his/her own cost all tools and equipment necessary to perform the weed control services.
3. **COMPENSATION:** Compensation will be based on contracted rates for actual time on the job site or the minimum charge whichever is greater. Compensation for any chemical used will be equal to the contractor's cost of the chemical. Contractor will be compensated for the prescribed flat rate for being dispatched to a job site where services are not needed due to owner compliance.

Compensation for hauling will be based on actual time from the job site to an approved dump site as authorized by the Lancaster County Noxious Weed Control Superintendent. Landfill gate fees paid by the contractor will be reimbursed. When satisfied that the services on the aforementioned job site have been properly performed in a timely manner, the Authority shall pay the Contractor upon completion of the job and after receipt of Contractor's invoice.

Contractor's invoice shall contain the job site location; name of the property owner; manner of control utilized; man-hours of labor; hours of equipment usage; amount, type and cost of chemicals utilized; date and time of day of control; and the total of invoice. Invoice shall also include any comments related to the performance of services and the completion of the job. Work performed at each job site shall be invoiced separately.

4. **INDEPENDENT CONTRACTOR:** It is the expressed intent of the parties that THIS AGREEMENT SHALL NOT CREATE AN EMPLOYER-EMPLOYEE RELATIONSHIP, and the CONTRACTOR, HIS EMPLOYEE AND ANY PERSON ACTING ON BEHALF OF CONTRACTOR SHALL BE DEEMED TO BE INDEPENDENT CONTRACTOR during the term of this agreement and any renewals thereof.
5. **HOLD HARMLESS:** The Contractor shall indemnify and save harmless, to the fullest extent allowed by law, the Authority, Lancaster County and the City of Lincoln, Nebraska from and against all losses, claims, damages and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, and subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
6. **INSURANCE:** Contractor shall not commence work under this contract until he has obtained all insurance required by the Specifications, and such insurance has been approved by the County Attorney for the County nor shall the Contractor allow any subcontractor to commence work on this subcontract until all similar insurance required of the subcontractor has been so obtained and approved.
7. **CONTRACT TERM:** The work included in this Contract shall be for the annual requirements beginning April 1, 2003 through December 31, 2003 with option for renewal two (2) additional one year periods.

The Contract Documents comprise the Contract, and consist of the following:

1. The Instructions to Bidders
2. The Accepted Proposal
3. The Contract Agreements
4. The Specifications for Spec. 03-090
5. The Standard Specifications
  - a. General Information
  - b. Specific Information
6. The Insurance Requirements

This Agreement may be terminated by Authority at any time upon written notice to Contractor.

EXECUTED BY CONTRACTOR this \_\_\_\_ day of \_\_\_\_\_, 2003

_____	_____
Contractor Name	Authorized Signature

EXECUTED BY THE COUNTY OF LANCASTER, NEBRASKA, this \_\_\_\_ day of \_\_\_\_\_, 2003

By the Board of County Commissioners of Lancaster County, Nebraska

_____
Chairperson

APPROVED AS TO FORM this \_\_\_\_ day of \_\_\_\_\_, 2003

_____
Lancaster County Attorney